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a new constitution without submission to popular vote. *ACTS OF LA., EXTRA SESSION, 1913, 1.* Two years after it went into effect, the validity of certain clauses violating these restrictions was attacked. *Held*, that the clauses in question are invalid. *Foley v. Democratic Parish Committee*, 70 So. 104 (La.); *State v. American Sugar Refining Co.*, 68 So. 742 (La.).

For a discussion of the powers of Constitutional Conventions, see NOTES, p. 528.

CONTRACTS — DIVISIBLE CONTRACTS — REPUDIATION AFTER PART PERFORMANCE — NEED THE PARTY WHO WOULD RELY ON THE REPUDIATION ACT AT ONCE? — The defendant agreed to take the plaintiff's news service for five years at a weekly rate, to be paid each week in advance. After two years the defendant gave notice of intention to repudiate the contract. The plaintiff remonstrated and urged continuance. He continued the service five weeks more; but on getting no further payments stopped the service, and sued for the contract price of service during the five weeks and for his loss of profits for the remainder of the contract. *Held*, that he can recover for past services, but not for future profits. *United Press Association v. National Newspapers' Association*, 227 Fed. 193 (Dist. Ct., Dist. Colo.).

Repudiation of a contract after part performance commonly justifies the other party in stopping work and suing for lost profits. *Northrop v. Mercantile Trust & Deposit Co.*, 119 Fed. 969; *Cort v. Ambergate, etc. Ry. Co.*, 17 Q. B. 127. See *Parker v. Russell*, 133 Mass. 74, 76. But it is said this must be done at once, since the repudiation is an offer for a breach, which will become complete only on prompt acceptance. This doctrine is frequently laid down in cases dealing with so-called breach of contract by anticipation. *Smith v. Georgia Loan, etc. Co.*, 113 Ga. 975, 39 S. E. 410; *Dalrymple v. Scott*, 19 Ont. App. 477; *Zuck v. McClure*, 98 Pa. St. 541. See *Roehm v. Horst*, 178 U. S. 1, 11, 13; *Johnstone v. Milling*, 16 Q. B. D. 460, 467. But see 15 HARV. L. REV. 306. Whatever its sanction in that class of cases, a doctrine so foreign to the business understanding of the matter should not be extended further. Repudiation of a contract by one party justifies the other in believing that his contract is not going to be carried out. This belief reasonably lasts until the repudiation has been taken back. Therefore at any time before that, provided the repudiating party has done no act in reliance on the other party's statement of intention to go on, the latter is justified in stopping work. The contract is then broken totally in consequence of the defendant's wrongful act, and the defendant should be liable for all the profits lost. *Louisville Packing Co. v. Crain*, 141 Ky. 379, 132 S. W. 575. See Williston, "Repudiation of Contracts," 14 HARV. L. REV. 421; WILLISTON'S WALD'S POLLOCK, CONTRACTS, 3 ed., 347 *et seq.* The defendant's refusal to make payments is just another straw. It may be that this, standing by itself, would not justify a total refusal to go on. *Beatty v. Howe Lumber Co.*, 77 Minn. 272, 79 N. W. 1013. See WILLISTON, SALES, § 467, at 822. But when colored by the prior repudiation, as yet unretracted, it becomes of greater import, and should be held to justify the plaintiff's conduct.

CORPORATIONS — CAPITAL, STOCK, AND DIVIDENDS — APPORTIONMENT OF STOCK DIVIDENDS BETWEEN LIFE TENANT AND REMAINDERMAN. — Stock in a corporation was held in trust to pay the income to the life tenant with remainder over. The corporation declared a stock dividend of one hundred per cent, entirely out of earnings accrued since the stock was subjected to the trust. *Held*, that the life tenant is entitled to the dividend. *In re Heaton's Estate*, 96 Atl. 21 (Vt.).

In order to evade the difficulties involved in determining the rights of the life tenant and the remainderman to extraordinary dividends, whether in cash